PURCHASE AND SUBSCRIPTION SERVICES AGREEMENT
GENERAL TERMS AND CONDITIONS

The contractual relationship between Raptor Technologies, LLC and/or any of its affiliated entities, as applicable ("Raptor") and the Customer purchasing and using the Raptor Technology (the "Customer" and together with Raptor, the "Parties") with respect to the Raptor Technology (as defined below) will be governed by and includes (1) these General Terms and Conditions (as they may be updated from time to time, together with any additional Purchase and Subscription Services Agreement (if any) (a "Subscription Agreement"), collectively, these "General Terms"), (2) any terms specific to the Raptor Services purchased (available at the link at the end of these Terms or otherwise provided to Customer, the "Service-Specific Terms"), and (3) all Invoices and exhibits, schedules, project plans and terms and conditions referenced by or in the foregoing. These are collectively referred to as the "Agreement." In the event of a conflict between the Subscription Agreement, the General Terms, and the Service-Specific Terms (including any and all attachments thereto and amendments thereof) and the terms of the Subscription Agreement shall control and if there is a conflict between the General Terms and the Service-Specific Terms, the General Terms shall control. Any additional terms provided in a purchase order or other documentation provided by the Customer, shall not apply to Raptor unless specifically agreed to in writing by a legal representative of Raptor. Acceptance of these General Terms and all other components of the Agreement may be indicated by signature (which may be electronic) on any document, clicking the appropriate box during a payment or online workflow, by payment and/or by use of any Raptor Technology. If Customer does not agree to any part of these General Terms or the Agreement, Customer may not access or use the Raptor Technology.

1. DEFINITIONS

Capitalized terms in these General Terms have the meanings provided in this Section 1, as defined elsewhere in this Agreement or as defined in the Subscription Agreement.

1.1 "Access Credentials" means login information, passwords, security protocols, and policies through which Users access the Raptor Technology.

1.2 "Annual Platform Access Fee" means the fees described in Exhibit A of the Subscription Agreement for annual access to the Raptor Platform.

1.3 "Annual Subscription Services Fees" means the fees listed in Exhibit A of the Subscription Agreement for the Raptor Services provided on a subscription basis.

1.4 "Customer Content" means all data, information and materials (a) provided by Customer and Users when accessing or using the Raptor Technology; and (b) otherwise provided by, or on behalf of, Customer or Users in connection with the use of, or access to, the Raptor Technology.

1.5 "Customer Procured Third Party Services" means any services or products which were procured by Customer from another party (not including Third-Party Services sublicensed by Raptor to Customer).

1.6 "Documentation" means the documentation, digital materials, user manuals, help files and videos, and other materials that describe the features, functions and operation of the Raptor Technology.

1.7 "Intellectual Property Rights" means all forms of industrial and intellectual property rights and protections throughout the world, including any: (a) patents, patent applications, and inventions (whether or not patentable); (b) copyrights and other rights in works of authorship; (c) Internet domain names, trademarks, service marks, and trade dress, together with all goodwill associated therewith; (d) trade secrets, know-how, and rights in confidential information; (e) rights in software, databases and designs; (f) moral rights, rights of privacy, rights of publicity, and similar rights; and (g) any other proprietary rights and protections, whether currently existing or hereafter developed or acquired arising under statutory or common law, including all applications, disclosures, and registrations with respect thereto.

1.8 "Invoice" means an invoice that sets forth the Raptor Technology ordered, together with the associated fees, the schedule of payments and any unique additional terms, as applicable.

1.9 "Raptor Platform" means the online software-as-a-service platform to which Customers connect to access Raptor software solutions and associated services.

1.10"Raptor Services" means the provision of professional or managed services performed for Customer in connection with this Agreement, including services to allow integrations with third-party or Customer technology or hardware, and hardware provided by Raptor. References to any Raptor Services include the associated Documentation. Raptor Services include the services to allow the Raptor Platform to integrate with Third-Party Services and Customer Procured Third-Party Services, but not the Third-Party Services or Customer Procured Third-Party Services themselves.

1.11 "Raptor Technology" means, collectively, the Raptor Platform, Raptor Downloadable Software (as defined in Section 3.2) and Raptor Services. Any references to the Raptor Technology include the associated Documentation.

1.12"Term" is defined in Section 5.2.

1.13 "Third-Party Services Service(s)" means any services or products which are provided by a third party and sublicensed to Customer in connection with the Raptor Services.

1.14"Users" means users who are authorized by Customer to access the Raptor Technology using a user identifier and password provided to Customer by Raptor or set up by Customer or User using the Raptor Platform. Users shall be employees or contractors of Customer, parents or guardians of students, or students of Customer (or schools in Customer's district) or similar authorized persons Customer is responsible for under this Agreement.

2. UPDATES

2.1 Updates to the Raptor Technology. During the Term, Raptor shall supply Customer, without charge, any revisions, corrections, and upgrades of the Raptor Technology that are made generally available by Raptor to its other customers free of charge ("Updates").

2.2 Updates to General Terms and Service-Specific Terms. Raptor may update the General Terms or update or add new Service-Specific Terms from time to time by linking such updated or new General Terms or Service-Specific Terms on www.raptortech.com or a subdomain thereof.

3. RAPTOR SERVICES & CUSTOMER OBLIGATIONS

3.1 Provision of Raptor Technology & License Rights. Raptor will use commercially reasonable efforts to make the Raptor Technology and Third-Party Services available to Customer pursuant to the Agreement in accordance with applicable laws and regulations, subject to Customer's compliance with the terms of the Agreement and the provision of necessary Third-Party Services by the third-party providers. Raptor hereby grants Customer and Users a limited, non-assignable, non-transferrable, non-sublicensable, non-exclusive, revocable license to access and use the Raptor Technology and Third-Party Services in accordance with the terms of this Agreement. Each User shall also be granted the license rights set forth in the End User License Agreement linked at the end of these General Terms or otherwise provided and accepted when the User accesses any particular Raptor Technology or Third-Party Services (the "EULA") and agrees thereby to the terms of such EULA.

3.2 Raptor Downloadable Software. For certain Raptor Technology, software components may be downloaded locally by the Raptor Platform or through app stores, such as the Apple App Store or the Google Play App Store (the "Raptor Downloadable Software"). Subject to Customer's compliance with the terms and conditions of the Agreement, and each User's agreement to the EULA, Raptor hereby grants Customer and Users a limited, nonexclusive, nontransferable, non-sublicensable, revocable right and license to install and use the Raptor Downloadable Software solely for the purpose of accessing the Raptor Platform and using the Raptor Technology. Customer and Users shall promptly delete all Raptor Downloadable Software within 30 days of the end of the Term for the provision of the related Raptor Technology.

3.3 Customer Restrictions. During the Term and thereafter, Customer shall not, and shall not permit any of its Users or any third parties to, directly or indirectly: (a) act as a reseller or distributor of, or a service bureau for, the Raptor Technology, or otherwise use, exploit, make available or encumber any of the Raptor Technology to or for the benefit of any third party; (b) provide access to or demonstrate the Raptor Technology to anyone (other than Users); (c) use or access the Raptor Technology or Documentation in any way that would be competitive with or against the best interests of Raptor; (d) reverse engineer, disassemble or decompile the Raptor Technology, or attempt to derive the source code or underlying ideas or algorithms of any part of the Raptor Technology; (e) remove any notice of proprietary rights from the Raptor Technology or Documentation; (f) copy, modify, translate or otherwise create derivative works of any part of the Raptor Technology or Documentation; (g) use the Raptor Technology in a manner that interferes or attempts to interfere with the proper working of the Raptor Technology, or any activities conducted in connection with the Raptor Technology, including bypassing or attempting to bypass any security settings or measures used to prevent or restrict access to the Raptor Technology; (h) use or allow the transmission, transfer, export, re-export or other transfer of any software, technology or information forming a part of the Raptor Technology in violation of any export control or other laws and regulations of the United States or any other relevant jurisdiction; or (i) use the Raptor Technology to share or store anything not related to its intended use, including any inappropriate materials, such as (i) materials containing viruses or other harmful or malicious code; (ii) copyrighted materials to which Customer does not have sufficient rights; or (iii) other materials prohibited by applicable international, federal, state, or local laws and regulations.

3.4 Customer Obligations.

(a) Customer is responsible for and shall ensure compliance by Customer and all Users with the terms of the Agreement and the EULA, as applicable, and has all right, power and authority to comply with its obligations hereunder and to require Users to comply with their obligations hereunder and thereunder. Customer will safeguard, and ensure that all Users safeguard, the Access Credentials. Customer will be responsible for all acts and omissions of Users. Customer will notify Raptor immediately if it learns of any unauthorized use of any Access Credentials or any other known or suspected breach of security with respect to the Raptor Technology.

(b) Customer will not allow or provide access to the Raptor Technology or Third-Party Services to any person who is not a User. Customer remains solely liable for any acts or omissions of any unauthorized users of the Raptor Technology.

(c) Customer will be responsible for obtaining and maintaining, at Customer's expense, all of the necessary telecommunications, computer hardware, software, internet connectivity and any other technology, connectivity, hardware or resources required by Customer or any User to access the Raptor Technology and Third-Party Services from the internet or as otherwise needed to access and/or use the Raptor Technology (unless expressly provided otherwise in the Service-Specific Terms). Customer shall use commercially reasonable efforts to prevent unauthorized access to, or use of, the Raptor Technology, and notify Raptor promptly of any such unauthorized use known to Customer.

(d) Customer is solely responsible for completing, and causing Users to complete, as applicable, all implementations, training, operations, project plans or any other actions advised by Raptor for the proper functioning and use of the Raptor Technology, including any additional requirements for any Service-Specific Terms. Customer is also responsible for providing to Raptor any information and data that is necessary to provide the Raptor Technology and assist in scheduling training and other related events to deliver the Raptor Technology.

(e) Customer shall obtain all legal rights, licenses and consents necessary with respect to Customer's and Users' access to and usage of the Raptor Technology and Third-Party Services and with respect to Customer Content and Customer Procured Third-Party Services and shall ensure each User is bound by the General Terms, the Agreement, and the End User License Agreement terms.

(f) Fees: Customer will pay to Raptor the fees, which may include annual fees the Annual Platform Access Fee and Annual Subscription Services Fees ("Annual Subscription Fee(s)") and one-time purchase or services fees, in each case as set forth in the Quote (or similar documentation, in each case listing the Raptor Technology products, pricing and related details) and in any Invoice during the Term. For annual subscription billing during the Term, the Annual Fee(s) may be increased from the previous annual period by the higher of the change in the CPI Index for the preceding 12 months or six percent (6%). Fees on renewal are addressed in Section 5.2 below. The transaction shall not be deemed a GSA Schedule (or any other purchasing vehicle) sale unless otherwise specified in the Quote or on the Invoice.

(g) Payment Terms: Fees are due and payable within 30 (thirty) days of Customer's receipt of the applicable Invoice. All amounts payable by Customer to Raptor are exclusive of any sales, use and other taxes or duties, however designated (collectively "Taxes"). Customer will be solely responsible for payment of any Taxes, except for those taxes based on the income of Raptor. Customer will provide Raptor its state-issued Direct Pay Exemption Certificate (or equivalent certificate), if applicable, upon execution of this Subscription Agreement. In the event an applicable taxing authority, as a result of an audit or otherwise, assesses additional Taxes at any time, Customer and not Raptor will be solely responsible for payment of such additional Taxes and all costs associated with such assessment, including without limitation, interest, penalties and attorney's fees. Customer will not withhold any Taxes from any amounts due Raptor. Should Customer be required under any applicable law or regulation to withhold or deduct any portion of the payments due to Raptor hereunder, then the sum due to Raptor will be increased by the amount necessary to yield to Raptor an amount equal to the sum Raptor would have received had no withholdings or deductions been made.

3.5 Reservation of Rights. As between Customer and Raptor, all right, title and interest, including all Intellectual Property Rights, in and to the Raptor Technology are owned exclusively by Raptor. Except for any Customer Content, all work product or services provided or developed pursuant to the Agreement or otherwise related to the Raptor Technology (including any derivative works thereof, or any modifications and improvements to any Raptor Technology pursuant to Section 3.6 (Continuous Development) or otherwise and any technology or intellectual property developed pursuant to Section 3.8 (Feedback)), and all Intellectual Property Rights therein and thereto, will be the sole and exclusive property of Raptor.

3.6 Continuous Development or Changes to Third-Party Services. Customer acknowledges that Raptor may continually develop, deliver and provide to Customer, at Raptor's sole discretion, on-going innovation to the Raptor Technology in the form of new features, functionality, services and efficiencies. Accordingly, Raptor reserves the right to automatically modify the Raptor Technology from time to time. Some modifications will be provided to Customer at no additional charge. Raptor may condition the implementation of other modifications on Customer's payment of additional fees, provided Customer may continue to use the version of the Raptor Technology that Raptor makes generally available (without such features) without paying additional fees. In the event that any provider of a Third-Party Service which is sublicensed to Customer from Raptor changes or ceases to offer any such Third-Party Service, Raptor shall use commercially reasonable efforts to provide Customer with at least six (6) months' notice before changing or ceasing to provide such Third-Party Service. In the event such Third-Party Service (a) is updated and the price changes, Raptor shall charge or refund Customer, as applicable, on a pro-rata basis for the remainder of the Term or (b) is no longer be

offered, Raptor will provide a pro rata refund for any pre-paid fees.

3.7 Support. During the Term, Raptor shall use commercially reasonable efforts to provide services necessary to remedy any software function on the Raptor Technology that does not operate in substantial conformance to the Documentation (an "Error"). Raptor's technical support staff shall provide Customer with email and telephone consultation during the hours of 7:00 a.m. through 5:00 p.m. US Central Time, Monday through Friday, except holidays recognized by the United States federal government. Such consultation shall include technical advice concerning the use and operation of the Raptor Technology, including clarification of functions and features of the Raptor Technology, and clarification of documentation, as well as Error verification, analysis, corrections and workarounds. All services provided hereunder shall be provided remotely from Raptor's place of business or such other locations designated by Raptor. In furtherance of this Section 3.7, Customer will identify (and notify Raptor on request) not more than two (2) technically proficient contacts to act as the primary liaisons responsible for all communications with Raptor in connection with Raptor Technology support issues.

3.8 Feedback. Customer hereby grants to Raptor a non-exclusive, worldwide, royalty-free, paid-up, transferable, sublicensable, perpetual, and irrevocable right and license to use and incorporate into any products or services (including Raptor Technology) any suggestions, enhancement requests, comments, recommendations or other feedback provided by Customer (including by its Users) relating to the Raptor Technology.

3.9 AI Features. Certain Raptor Technology may include features that use artificial intelligence technologies, including generative artificial intelligence and large language models provided by third-party providers, to generate draft content, summaries, or other output in response to prompts or Customer Content (such features, "AI Features," and such generated content, "Output"). As between the Parties, Output is deemed Customer Content, provided that Raptor and its licensors retain all right, title and interest in and to the Raptor Technology and the models, algorithms, and systems used to provide the AI Features. Output is generated by automated means and constitutes a draft that may contain errors or omissions. Customer shall ensure that Output is reviewed and verified by qualified personnel before Customer relies or acts upon it and shall not use Output as the sole basis for any consequential decision concerning an individual, including any threat assessment determination, disciplinary action, or referral to law enforcement, without meaningful review and independent judgment exercised by a qualified individual with authority to depart from the Output. For purposes of Section 4.8, third-party providers of artificial intelligence technology used to provide the AI Features are Third-Party Service providers.

4. CUSTOMER CONTENT & DATA PROTECTION

4.1 Customer Content. Customer is solely responsible for the accuracy, quality and legality of Customer Content (whether provided by Customer or Users) and the provision of Customer Content to Raptor. Customer shall obtain all consents from (or on behalf of) Users and third-party licenses, consents and permissions needed for Raptor to receive, use and store the Customer Content to provide the Raptor Technology in accordance with applicable laws, without infringement on the rights of any User or third party, and as otherwise contemplated by the Agreement. Customer agrees that it has knowledge peculiar to the protection of student information and school safety under applicable local, state and federal law and, as such, Customer shall be solely responsible for (a) compliance with all applicable federal, state and local laws and regulations in Customer's and Users' use of the Raptor Technologies, (b) collection and use of Customer Content, including any consent required for the collection and use of information regarding minors and educational records, and (c) designing, implementing and maintaining school safety measures.

4.2 Ownership and License of Customer Content. As between Customer and Raptor, Customer retains all right, title, and interest to the Customer Content. Customer grants to Raptor, on behalf of itself and its Users, a non-exclusive, worldwide, royalty-free, paid up, and sublicensable right and license to copy, display, reformat, and otherwise use the Customer Content as necessary for purposes of providing the Raptor Technology. Notwithstanding anything to the contrary herein, Customer agrees that Raptor also has the perpetual and irrevocable right to collect, copy, de-identify, analyse and otherwise use any de-identified information derived from the Customer Content (collectively, the "De-identified Data") for Raptor's lawful business purposes, including to create, improve and enhance the Raptor Technology and other products and services, for artificial intelligence purposes in relation to Raptor Technology and other products and services, and for other development, diagnostic, and corrective purposes in connection with the Raptor Technology and other products and services. In addition, Company agrees that Raptor may retain copies of Customer Content required for compliance with applicable law and Raptor's other recordkeeping or quality assurance requirements.

4.3 Raptor will maintain and enforce reasonable safety and physical security procedures with respect to its access and maintenance of all information that relates to an identified or identifiable individual ("Personal Information") that are (a) at least equal to industry standards for such types of personal information and (b) which provide reasonably appropriate technical and organizational safeguards against accidental or

unlawful destruction, loss, alteration, or unauthorized disclosure or access of personal information.

4.4 Raptor shall not retain, use, or disclose any Personal Information that is subject to protection under applicable consumer privacy laws, (collectively, "Applicable Privacy Laws"), for any purpose other than the specific purpose of providing the Raptor Technology in accordance with this Agreement, or as otherwise permitted by this Agreement and Applicable Privacy Laws. Raptor shall not(a) sell any Personal Information or disclose Personal Information to a third party for targeted advertising, (b) retain, use or disclose any Personal Information for a commercial purpose except as permitted by this Agreement, or (c) retain, use or disclose the Personal Information outside of the direct business relationship between Raptor and Customer.

4.5 Customer hereby authorizes Raptor, on behalf of itself and Users, to process Customer Content, including Personal Information, in order to: (a) perform its obligations and exercise its rights under the Agreement; (b) establish, exercise or defend legal claims in respect to the Agreement or the Raptor Technology; (c) comply with any other written instructions given by Customer and acknowledged in writing by Raptor as constituting instructions for purposes of the Agreement; and (d) take any action reasonably necessary for the proper management and administration of Raptor's business.

4.6 Raptor will provide assistance as reasonably required to permit Customer to comply with its obligations under Applicable Privacy Laws, including, where required, to respond to requests from individuals relating to their Personal Information.

4.7 Raptor will make available to Customer at Customer's written request with reasonable notice such information as may be reasonably necessary to demonstrate compliance with Applicable Privacy Laws ("Audit Right"). To the extent Raptor makes available to Customer any confidential audit report prepared by a third-party security professional ("Audit Report"), Customer agrees to accept such Audit Report, subject to confidentiality requirements, in satisfaction of this Audit Right; however, if Customer can demonstrate that it requires additional information beyond the Audit Report, then Customer may request, at Customer's cost, Raptor provide additional information or an audit, subject to reasonable confidentiality procedures and only as reasonably necessary to demonstrate compliance with Applicable Privacy Laws. Such access or audit will not include access to any information that could compromise confidential information relating to other Raptor customers or suppliers, Raptor's technical and organizational measures, or any trade secrets.

4.8 Raptor will ensure that any Third-Party Service providers to which it makes available Personal Information for the performance of services under this Agreement have entered into written agreements with Raptor that comply with Applicable Privacy Laws.

4.9 Upon termination of the Agreement, to the extent that Raptor retains Personal Information, Customer may request Raptor to delete such Personal Information. Customer acknowledges that Raptor may retain backups of such Personal Information in accordance with this Agreement.

4.10 No AI Training on Identifiable Data. Notwithstanding anything to the contrary in this Agreement, Raptor will not use Customer Content that includes Personal Information to train generalized artificial intelligence or machine-learning models, and will contractually prohibit each third-party provider of artificial intelligence technology used to provide the AI Features from using Customer Content to train or improve its models and from retaining Customer Content beyond the period necessary to generate Output and monitor for abuse. This Section 4.10 does not limit Raptor's rights with respect to De-identified Data under Section 4.2; Raptor will not attempt to re-identify De-identified Data.

5. TERM, TERMINATION

5.1 Initial Term. Unless earlier terminated in accordance with the terms of this Section 5, the Agreement will become effective on the Effective Date and continue for the Initial Term per the Subscription Agreement (the "Initial Term").

5.2 Renewal Terms. Following the Initial Term and except as earlier terminated as described below, the Agreement will automatically renew for successive one (1) year renewal terms (each, a "Renewal Term") at the then-current applicable Annual Platform Access Fee and/or Annual Services Subscription Fee, as may be adjusted to account for changes in pricing and/or maintenance and support costs (collectively, "Subscription Fee(s)") and any other annual fees that may have been agreed to by the Parties, unless either Party provides written notice to the other of its intention to terminate the Agreement at least 60 (sixty) days prior to the expiration of the Initial Term or the then-current Renewal Term. For purposes of clarification, in the event Customer provides notice to the Company less than sixty (60) days prior to the end of the current Term, the termination shall not be effective and the Customer shall be responsible for payment of all Subscription Fees due for the Renewal Term. The Initial Term and all Renewal Terms will collectively be referred to as the "Term." Raptor Technology provided in any Renewal Term shall be the same or similar, depending on the current product offering at such time, and provided that any promotional offerings may not be renewed, in each case, as communicated by Raptor to Customer prior to the Renewal Term.

5.3 Additional Raptor Services. Unless specifically set forth in a Quote, if Customer purchases Raptor Services or expands the scope of the Raptor Services previously purchased, the term for such additional Raptor Services shall end at the same time as

the then current Initial Term or Renewal Term, as applicable, and will automatically renew at the end of such Term, as described above. The fees for such additions shall be pro-rated for the amount of time left in the then current Term. Active Customers (who have previously entered into an Agreement) may use a purchase order to purchase such additional Raptor Services and, in such case, this Agreement, the General Terms and applicable Service-Specific Terms shall apply.

5.4 Termination for Breach. Either Party may terminate the Agreement upon written notice to the other Party in the event the other Party commits any material breach of the Agreement and fails to cure such breach within 30 (thirty) days after its receipt of written notice of such material breach.

5.5 Obligations on Termination. Upon expiration or termination of the Agreement all rights granted hereunder by Raptor and all obligations of Raptor to provide Raptor Technology will immediately terminate. Sections 1 (Definitions), 3.3 (Restrictions), 3.5 (Reservation of Rights), 3.8 (Feedback), 4.2 (Ownership), 4.10 (No AI Training on Identifiable Data), 5 (Obligations on Termination), 6 (Confidentiality), 7.2 (Exclusions), 8 (Indemnification), 9 (Limitations on Liability), and 10 (General) will survive termination of the Agreement. All fees for the Raptor Technology are nonrefundable. Without limiting the foregoing, no refunds or credits will be issued for partial periods of service, downgrade refunds or refunds for unused periods in the event of termination under the Agreement, except in the case of Raptor's infringement of a third party's Intellectual Property Rights as set forth in Section 8.1 or in the event any Raptor Technology is no longer provided as set forth in Section 3.5.

6. CONFIDENTIALITY

6.1 Definition. As used herein, subject to Section 6.2 (Exclusions) below, "Confidential Information" means any and all information or data, regardless of whether it is in tangible form, disclosed by either Party (the "Disclosing Party") to the other Party (the "Receiving Party"), that the Disclosing Party has either marked as confidential or proprietary, or that should be reasonably understood by the Receiving Party to be confidential due to the nature of the information disclosed or the circumstances surrounding disclosure. Raptor's Confidential Information includes all information relating to the Raptor Technology. Customer's Confidential Information will include the Customer Content (subject to Section 4.2 (Ownership)). In addition, the terms of the Agreement will be considered the Confidential Information of both Parties. In the event that the parties executed a non-disclosure agreement prior to the Effective Date, the parties agree that such agreement is hereby terminated and replaced by this Agreement. The provisions of this Section 6 shall survive termination of the Agreement for a period of two (2) years.

6.2 Exclusions. Notwithstanding the foregoing, information and data will not be deemed "Confidential Information" if such information: (i) is known to the Receiving Party prior to receipt from the Disclosing Party from a source other than one having an obligation of confidentiality to the Disclosing Party; (ii) becomes known (independently of disclosure by the Disclosing Party) to the Receiving Party from a source other than one having an obligation of confidentiality to the Disclosing Party; (iii) becomes generally publicly known except through a breach of the Agreement by the Receiving Party; or (iv) is independently developed by the Receiving Party without use of or reference to any of Disclosing Party's Confidential Information.

6.3 Obligations. The Receiving Party will use commercially reasonable measures to protect the secrecy of, and avoid disclosure and unauthorized use or reproduction of, the Disclosing Party's Confidential Information. Without restricting or otherwise limiting the exercise by a Party of the rights and licenses expressly granted to it under the Agreement, Disclosing Party's Confidential Information may be disclosed to only such employees and agents of the Receiving Party on a need-to-know basis; provided in each case that such employees and agents are bound by a written agreement respecting such Confidential Information in accordance with the terms of this Section 6. In addition, Confidential Information may be disclosed to any competent authorities following a judicial order to do so.

6.4 Injunctive Relief. The Parties acknowledge and agree that money damages would be both incalculable and an insufficient remedy for any breach of the confidentiality or non-disclosure obligations under this Section 6, and that, in addition to any other remedy available to a Party, either Party shall be entitled to appropriate equitable relief, including, without limitation, injunctive relief and specific performance, without the requirement of posting a bond or other security or proof of actual damages, in the event of any such breach or threatened breach of this Section 6 by the other Party.

7. REPRESENTATIONS, WARRANTIES AND EXCLUSIONS

7.1 General. Each Party represents and warrants to the other Party that it has all required rights, power and authority to enter into and perform its obligations under the Agreement. Raptor represents and warrants to Customer that Raptor will provide the Raptor Technology in a professional and workmanlike manner.

7.2 Exclusions. EXCEPT AS EXPRESSLY SET FORTH IN SECTION 7.1 (GENERAL), THE RAPTOR TECHNOLOGY IS PROVIDED "AS IS" WITHOUT ANY WARRANTY OF ANY KIND, WHETHER EXPRESS, IMPLIED OR STATUTORY, INCLUDING ANY WARRANTIES OF MERCHANTABILITY, TITLE, SECURITY, NON-INFRINGEMENT, AND FITNESS FOR A PARTICULAR PURPOSE. CUSTOMER AGREES THAT RAPTOR DOES

NOT WARRANT THAT THE RAPTOR TECHNOLOGY WILL BE PROVIDED IN AN UNINTERRUPTED OR ERROR FREE FASHION AT ALL TIMES, THAT THE RAPTOR TECHNOLOGY WILL MEET CUSTOMER'S OR ANY USER'S REQUIREMENTS, OR THAT THE RAPTOR TECHNOLOGY WILL YIELD ANY PARTICULAR RESULT. CUSTOMER AGREES THAT RAPTOR SHALL HAVE NO LIABILITY TO CUSTOMER OR ANY USER WITH RESPECT TO THE CUSTOMER CONTENT OR CUSTOMER'S USE THEREOF. RAPTOR MAKES NO WARRANTY OR REPRESENTATION REGARDING THE ACCURACY OR COMPLETENESS OF ANY DATA. WITHOUT LIMITING THE FOREGOING, OUTPUT (AS DEFINED IN SECTION 3.9) IS GENERATED BY PROBABILISTIC TECHNOLOGY, MAY CONTAIN ERRORS OR INCOMPLETE, OUTDATED, OR OBJECTIONABLE CONTENT, AND IS NOT A SUBSTITUTE FOR THE JUDGMENT OF QUALIFIED PERSONNEL; RAPTOR MAKES NO REPRESENTATION OR WARRANTY WITH RESPECT TO ANY OUTPUT, AND CUSTOMER'S USE OF AND RELIANCE ON ANY OUTPUT IS AT CUSTOMER'S SOLE RISK. RAPTOR DOES NOT AND CANNOT WARRANT, GUARANTEE, OR MAKE ANY REPRESENTATIONS REGARDING THE PERFORMANCE, USE OR RESULTS OF THE USE OF THE RAPTOR TECHNOLOGY IN TERMS OF EFFECTIVENESS, ACCURACY, RELIABILITY, THAT CUSTOMER WILL BE SECURE AS A RESULT OF ITS USE OF THE RAPTOR TECHNOLOGY OR OTHERWISE.

RAPTOR MAKES NO REPRESENATION OR WARRANTY WITH RESPECT TO ANY THIRD-PARTY SERVICES OR CUSTOMER PROCURED THIRD-PARTY SERVICES, AND ANY WARRANTIES WITH RESPECT THERETO SHALL BE THOSE PROVIDED BY THE RESPECTIVE THIRD PARTY.

RAPTOR DOES NOT PROVIDE LEGAL ADVICE OR ASSURANCE THAT ANY RAPTOR TECHNOLOGY WILL ENABLE CUSTOMER TO BE IN COMPLIANCE WITH ANY LAW OR REGULATION APPLICABLE TO CUSTOMER. CUSTOMER IS RESPONSIBLE FOR OBTAINING ITS OWN ADVICE REGARDING COMPLIANCE.

7.3 No Reliance on Future Functionality or Product Roadmap. Customer acknowledges and agrees that even if Raptor discussed any possible new functionality, products, or services, to be provided by Raptor or any third party, Customer is purchasing the Raptor Services hereunder without reliance on any future delivery of new functionality, products or services.

8. INDEMNIFICATION

8.1 Indemnification by Raptor. Raptor will defend at its expense any claim, suit or proceeding (each a "Claim") brought against Customer by a third party based upon a claim that Customer's use of the Raptor Technology in accordance with the Agreement infringes such third party's Intellectual Property Rights, and Raptor will pay all damages finally awarded against Customer by a court of competent jurisdiction as a result of any such Claim or all amounts payable in settlement of the Claim agreed to by Raptor. If the use of any Raptor Technology by Customer has become, or in Raptor' opinion is likely to become, the subject of any claim of infringement, Raptor may at its option and expense: (a) procure for Customer the right to continue using such portion of the Raptor Technology, as applicable, as set forth hereunder; (b) replace or modify such portion of the Raptor Technology, as applicable, to make it non-infringing so long as it retains at least equivalent functionality; or (c) if options (a) or (b) are not reasonably practicable, terminate the Agreement and provide a pro-rata refund of any amounts pre-paid for unused periods. Raptor will have no liability or obligation under this Section 8.1 with respect to any Claim to the extent caused by: (w) use of the Raptor Technology not in accordance with the Agreement; (x) compliance with or use of designs, data, instructions or specifications provided by Customer (including the Customer Content); (y) modification of the Raptor Technology by any person or entity other than Raptor without Raptor's express consent; or (z) the combination, operation or use of the Raptor Technology with other applications, product(s), devices, equipment, hardware, software, data or services not provided by Raptor.

8.2 Indemnification by Customer. To the extent permitted under applicable law, Customer will defend at its expense any Claim brought against Raptor by any User or third party arising from: (a) any Customer Content; (b) clauses (w) through (z) of Section 8.1 (Indemnification by Raptor); (c) Customer's breach of Section 3.3 (Restrictions), Customer's breach of Section 3.4 (Obligations), Customer's breach of Section 4.1 (Customer Content); and (d) Customer's or any User's use or misuse of the Raptor Technology. Customer will pay all damages finally awarded against Raptor by a court of competent jurisdiction as a result of any such Claim or all amounts payable in settlement of the Claim agreed to by Customer.

8.3 Additional Terms. The foregoing indemnification obligations are conditioned upon the following: (a) the Party seeking indemnification will promptly notify the indemnifying Party of the applicable Claim; (b) the indemnifying Party will have the sole and exclusive authority to defend and/or settle any such Claim (provided that the indemnifying Party will not settle any such Claim without the other Party's prior written consent); (c) the Party seeking indemnification will reasonably cooperate with the indemnifying Party in connection therewith; and (d) the Party seeking indemnification may participate in the defense of any such Claim at its own expense.

9. LIMITATIONS ON LIABILITY

9.1 Disclaimer of Indirect Damages. EXCEPT FOR LIABILITY ARISING UNDER SECTION 8

(INDEMNIFICATION), IN NO EVENT WILL EITHER PARTY BE LIABLE FOR ANY INDIRECT, INCIDENTAL, CONSEQUENTIAL, SPECIAL, PUNITIVE OR EXEMPLARY DAMAGES, INCLUDING BUT NOT LIMITED TO LOSS OF PROFITS, INTERRUPTION OF SERVICE, OR LOSS OF BUSINESS OR BUSINESS OPPORTUNITY, EVEN IF SUCH DAMAGES ARE FORESEEABLE AND WHETHER OR NOT SUCH PARTY HAS BEEN ADVISED OF THE POSSIBILITY THEREOF. IN ADDITION, IN NO EVENT WILL RAPTOR BE LIABLE FOR CUSTOMER'S PROCUREMENT OF SUBSTITUTE GOODS OR SERVICES.

9.2 Limitations on Liability. EXCEPT FOR LIABILITY (A) RESULTING FROM A BREACH OF SECTION 3.4 (CUSTOMER OBLIGATIONS) OR SECTION 4.1 (CUSTOMER CONTENT), (B) ARISING UNDER SECTION 8 (INDEMNIFICATION), (C) THE PAYMENT OF FEES OWED BY CUSTOMER OR (D) RESULTING FROM USE OF THE RAPTOR TECHNOLOGY BY CUSTOMER OTHER THAN AS PERMITTED UNDER THIS AGREEMENT, EACH PARTY'S MAXIMUM AGGREGATE LIABILITY UNDER THE AGREEMENT WILL NOT EXCEED THE TOTAL AMOUNT OF FEES RECEIVED BY RAPTOR UNDER THE APPLICABLE INVOICES(S) DURING THE TWELVE (12) MONTH PERIOD PRIOR TO THE FIRST DATE ON WHICH THE LIABILITY AROSE.

9.3 Exceptions. RAPTOR WILL NOT BE LIABLE FOR ANY CLAIM OR DEMAND AGAINST CUSTOMER BY ANY THIRD PARTY EXCEPT AS PROVIDED UNDER SECTION 8.1 (INDEMNIFICATION). RAPTOR WILL NOT BE LIABLE TO ANY USER FOR ANY REASON OR FOR ANY THIRD-PARTY SERVICES UNLESS OTHERWISE EXPRESSLY SET FORTH IN THE AGREEMENT, INCLUDING THE INTEROPERABILITY OF THIRD-PARTY SERVICES WITH RAPTOR TECHNOLOGY.

10. GENERAL

10.1 Insurance. Raptor shall maintain the commercially reasonable insurance during the Term, including:

a) Worker's Compensation, as required by law;
b) General Employers' Liability, in the minimum amount of $1,000,000;
c) Comprehensive General Liability, in the minimum amount of $1,000,000 per single limit bodily injury, property damage, and personal injury any one occurrence and $2,000,000 in the aggregate.
d) Professional Liability, in the minimum amount of $1,000,000; and
e) Cyber Liability, in the minimum amount of $5,000,000 per occurrence.

10.2 Force Majeure. Raptor will not be deemed in breach hereunder for any cessation, interruption or delay in the performance of its obligations due to causes beyond its reasonable control.

10.3 Compliance with Laws. Without limiting the generality of the foregoing, Customer will not transfer, either directly or indirectly, the Raptor Technology, either in whole or in part, to any destination subject to export restrictions under United States law, unless prior written authorization is obtained from Raptor and the appropriate United States agency and will otherwise comply with all other applicable import and export laws, rules and regulations. Each Party shall comply with all applicable laws and regulations in connection with its performance of its obligations and the exercise of its rights under the Agreement. Customer shall comply with all applicable data privacy and security laws in the treatment of personally identifying information of any third party obtained using the Raptor Technology or otherwise.

10.4 No Assignment. Customer may not assign the Agreement or any of its rights or obligations, or sublicense any of the rights granted herein, in whole or in part, without the prior written consent of Raptor, except that Customer may assign the Agreement, without the prior written consent of Raptor, to a corporation or other business entity succeeding to all or substantially all of the assets and business of Customer by merger or acquisition, provided that such corporation or other business entity assumes, in a writing delivered to Raptor, all of the terms and conditions of the Agreement. Any attempt by Customer to assign or transfer any of the rights, duties or obligations of the Agreement in violation of the foregoing will be null and void.

10.5 Amendment; Waiver. The Agreement may not be amended or modified, in whole or part, except by a writing signed by duly authorized representatives of both Parties. No provision or part of the Agreement or remedy hereunder may be waived except by a writing signed by a duly authorized representative of the Party making the waiver. Failure or delay by either Party to enforce any provision of the Agreement will not be deemed a waiver of future enforcement of that or any other provision.

10.6 Relationship. The Parties are independent contractors. Nothing in the Agreement will be construed to place the Parties in an agency, employment, franchise, joint venture, or partnership relationship. Neither Party will have the authority to obligate or bind the other in any manner, and nothing herein contained will give rise or is intended to give rise to any rights of any kind to any third parties.

10.7 Waiver of Sovereign Immunity. To the extent that Customer may in any jurisdiction claim for itself or its assets immunity from suit, execution or attachment (whether in aid of execution, before judgment or otherwise) or immunity from any other form of legal process, Customer hereby irrevocably and unconditionally waives all such immunity to the fullest extent

permitted by applicable law and covenants that it shall not assert sovereign immunity as a defense either to jurisdiction or to any enforcement measures that are available in any such jurisdiction, including without limitation enforcement measures that are available for judgment rendered in a legal proceeding conducted in another jurisdiction.

10.8 Severability. In the event that any provision of the Agreement is found to be unenforceable, such provision will be reformed only to the extent necessary to make it enforceable, and such provision as so reformed will continue in effect, to the extent consistent with the intent of the Parties as of the Effective Date.

10.9 Governing Law, Jurisdiction. The Agreement will be governed by the laws of the State of Texas without reference to its conflicts of law principles. Application of the U.N. Convention on Contracts for the International Sale of Goods is hereby excluded. Any controversy or claim arising out of or in any way relating to this Agreement, including the validity thereof as well as the parties' actions pursuant to it, shall be settled by arbitration in accordance with the Commercial Arbitration Rules of the American Arbitration Association ("AAA") then pertaining, except where those rules conflict with this provision, in which case this provision controls. The arbitration shall be conducted by a panel of three arbitrators to be selected as follows: each Party shall select one person to act as arbitrator and the two Party-selected arbitrators shall select the third arbitrator within thirty (30) days of their appointment. If the Party-selected arbitrators are unable to or fail to agree upon the third arbitrator, the third arbitrators shall be appointed by the AAA. Any court with jurisdiction shall enforce this clause and enter judgment on any award. The arbitration shall be held in Austin, Texas. The interpretation and enforcement of this arbitration provision shall be governed by the Federal Arbitration Act. All aspects of the arbitration shall be treated as confidential. The Parties agree that any provision of applicable law notwithstanding, they will not request, and the arbitrator shall have no authority to award punitive or exemplary damages against any Party.

10.10 Class Action Waiver. Any controversy or claim arising out of or in any way relating to this Agreement, including the validity thereof as well as the parties' actions pursuant to it, must be brought solely in an individual capacity, and not as a plaintiff or class member in any purported class action, collective action, representative action, mass action, private attorney general action or action on behalf of the public or similar proceeding (any such action is referred to as a "Class Action"). No claim will be litigated or arbitrated on a Class Action basis. To the greatest degree permitted by law, the Parties expressly waive any right or ability to bring, assert, maintain, or participate as a class member in any Class Action.

10.11 Notices. All notices, consents, and approvals under the Agreement must be delivered by email to the current email address provided in the Agreement or otherwise provided by either party to the other and, including a copy to legal@raptortech.com for Raptor. Either Party may change its address by giving notice of the new address to the other Party.

10.12 Use of Name and Logo. Customer agrees that Raptor may indicate that Customer is a Raptor customer on Raptor's website and in its marketing materials. Any such attribution will be consistent with Customer's style guidelines and requirements as communicated to Raptor.

10.13 Entire Agreement. The Agreement constitutes the entire agreement between the Parties. It supersedes and replaces all prior or contemporaneous understandings or agreements, written or oral, regarding such subject matter, and prevails over any conflicting terms or conditions contained on printed forms submitted by Customer with purchase orders, sales acknowledgments or quotations.

Additional Terms and Policies Applicable to Customers and incorporated herein:

Service-Specific Terms: https://raptortech.com/Raptor_Technologies_Service_Specific_Terms.pdf
Raptor's Privacy Policy: https://apps.raptortech.com/About/Privacy

Raptor's End User License Agreement (EULA):
https://apps.raptortech.com/About/TermsOfUse

[END OF GENERAL TERMS]